REMARKS

Claims 1-84 are now pending in the present application. The Office Action dated April 25, 2006 (OA) rejected Claims 1-84. Claims 1 and 44 are amended to correct an informality. No new subject matter has been added.

Claim Objections

Claim 1 was objected to for the informality of using the word "may." Applicants note that the same phrase is used in claim 44. Applicants believe that the term is clear, but have amended claims 1 and 44 as suggested by the Examiner with a substantively equivalent phrase.

The 35 U.S.C. §103 rejection of Claims 1-82 over Allan, Bass & Hornbuckle:

Claims 1-84 were rejected under 35 U.S.C. §103(a) as being unpatentable over Allen et al. (U.S. Patent No. 6,526,456, hereinafter referred to as Allan) and Bass et al. (U.S. Patent No. 6,744,446, hereinafter referred to as Bass) in view of Hornbuckle (U.S. Patent No. 5,613,089, hereinafter referred to as Hornbuckle). Applicants submit that the arguments presented in prior responses with regard to Allan and Bass are still accurate, and applicants hereby incorporate those arguments by reference. Applicants also submit that the newly cited Hornbuckle reference does not disclose or suggest the limitation identified in the OA, and that one of ordinary skill in the art would not be motivated to combine Hornbuckle with Allan and Bass.

The OA indicates that "Allan and Bass [fail] to disclose Applicant's newly added limitation wherein [] the collection identifying a rental package of a predefined number of the one or more software products." (OA, pg. 3, lines 14-16.) Instead, the OA recites a portion of Hornbuckle. The OA does not associate the recited portion of Hornbuckle with terms in the claim limitation, but simply states what Hornbuckle discloses. Specifically, that OA states that:

> Hornbuckle discloses a system/method for renting computer game software. Each game software package for each different game available for rental is assigned an 8-character package identifier code which is unique to the particular game. Each software package is encrypted with a package key, the package key being the unique package identifier associated with each different game available (see., abstract, col. 16, lines 24-62). (OA, pg. 3, lines 16-21.)

However, the term "package" is not equivalent between Hornbuckle and Applicants' claim limitation. The claim specifies a rental package of a predefined number of the one or more software products. Thus, the rental package can be more than one software product. In contrast, Hornbuckle's software package is unique to a single game. (See, Hornbuckle, col. 16, lines 32-33.) As indicated in the OA, each software package is assigned a unique 8-character package identifier with is unique to the particular game. (See, Hornbuckle, col. 16, lines 32-35.) As Hornbuckle explains, "[e]ach software package is encrypted with a package key, the package key being the unique package identifier associated with each different game available." (Hornbuckle, col. 16, lines 36-38.) Hornbuckle does not disclose or suggest that a package can be associated with more than one game (i.e., more than one software product), as required by Applicants' claims. In fact, if a single identifier were assigned to multiple games, a target computer would not be able to determine which game to execute.

Moreover, one of ordinary skill in the art would not be motivated to combine Hornbuckle with Allan and Bass, because the fundamental principal of operation of the references would have to be changed to combine them. Hornbuckle discloses that "[e]ach software package is encrypted with a package key . . ." (Hornbuckle, col. 16, lines 36-37.) Correspondingly, "a downloaded rental software package will only run on the particular target computer 14 having an encryption key corresponding to the encryption key employed by the host computer 12 when the key module of the rental software package was encrypted." (Hornbuckle, col. 12, line 66 through col. 13, line 3.) "[T]he package key associated with the software package is downloaded to the RCM 21 associated with the user's game computer 15." (Hornbuckle, col. 16, lines 42-44.) Thus, Hornbuckle uses the downloaded package key to decrypt the encrypted software package at the target computer. In fact, Hornbuckle also encrypts the package key for transmission to the target computer. (See, Hornbuckle, col. 16, lines 44-47.)

In contrast, Allan teaches that "at the [subscriber computer] SC 14 the software product is not returned to its original form; its control thread remains obscured . . ." (Allan, col. 5, lines 20-21.) Instead, an authorization agent (AA) supplies the SC with an authorization subroutine reference table (ASRT), which enables the SC to "determine target addresses of calls to relocatable subroutines during execution of the software product . . ." (Allan, col. 2, lines 35-37, and see col. 5, lines 16-20.) Allan emphasizes that "the invention enables an arrangement to be provided in which any software product can be freely distributed, and execution of the software product is permitted . . . without the software product being returned to its original form." (Allan, col. 5, lines 34-41.) Thus, Allan teaches away from encrypting the software product. (See also, Allan, col. 1, lines 15-25.) Moreover, because Allan teaches that the software product is not returned to its original form, Allan's fundamental principal of operation would have to be changed to use the package key disclosed by Hornbuckle. Consequently, one of ordinary skill would not be motivated to combine Hornbuckle with Allan and Bass.

Accordingly, Applicants respectfully request that the rejection of independent Claims 1, 33, 36, 37, 44, 76, 79, and 82-84 under 35 U.S.C. §103(a) be withdrawn. Dependent claims are patentable for at least the same reasons as the independent claims from which the dependent claims depend. Thus, dependent Claims 2-32, 34, 35, 38-43, 45-75, 78, 80, and 81 are patentable for at least the same reasons as their corresponding independent claims. Accordingly, Applicants respectfully request that the rejection of dependent Claims 2-32, 34, 35, 38-43, 45-75, 78, 80, and 81 under 35 U.S.C. §103(a) also be withdrawn.

CONCLUSION

In view of the foregoing remarks, Applicants believe that this response has responded fully to the concerns expressed in the OA and that each of the pending claims is in condition for immediate allowance. Accordingly, the Examiner is respectfully requested to pass this application to issue. If, in the opinion of the Examiner, a telephone conference would expedite the prosecution of this application, the Examiner is invited to call the undersigned attorney at the telephone number listed below.

Dated: August 23, 2006

Respectfully submitted,

By 

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